

EXHIBIT A

TO REGISTRATION STATEMENT

Under the Foreign Agents Registration Act of 1938, as amended

RECEIVED
DEPARTMENT OF JUSTICE
AUG 23 5 01 AM '74
REGISTRATION UNIT
INTERNAL SECURITY
SECTION
CRIMINAL DIVISION

Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.

1. Name and address of registrant SONTHEIMER AND COMPANY, INC., also d/b/a St. Maartens Tourist Information Office 4 West 58th Street New York, N. Y. 10019	2. Registration No. 1648
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3. Name of foreign principal GHANA TOURIST CONTROL BOARD	4. Principal address of foreign principal State House Accra, Ghana
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5. Indicate whether your foreign principal is one of the following type:

Foreign government

Foreign political party

Foreign or domestic organization: If either, check one of the following:

Partnership Committee

Corporation Voluntary group

Association Other (specify) _____

Individual - State his nationality _____

6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant. **Not applicable.**

b) Name and title of official with whom registrant deals.

7. If the foreign principal is a foreign political party, state:

a) Principal address **Not applicable.**

b) Name and title of official with whom the registrant deals.

c) Principal aim

8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal
Promotion of tourism in the Republic of Ghana.

TERMINATED
DATE 3-31-80

b) Is this foreign principal

Owned by a foreign government, foreign political party, or other foreign principal Yes No

Directed by a foreign government, foreign political party, or other foreign principal Yes No

Controlled by a foreign government, foreign political party, or other foreign principal Yes No

Financed by a foreign government, foreign political party, or other foreign principal Yes No

Subsidized in whole by a foreign government, foreign political party, or other foreign principal Yes No

Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes No

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page may be used.)

On information and belief, the Ghana Tourist Control Board is a corporation set up by the Government of Ghana for the purpose of tourism promotion.

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

Not applicable.

Date of Exhibit A August 19, 1974	Name and Title Morton Sontheimer, Pres.	Signature <i>Morton Sontheimer</i>
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UNITED STATES DEPARTMENT OF JUSTICE
Washington, D.C. 20530

EXHIBIT B

TO REGISTRATION STATEMENT
Under the Foreign Agents Registration Act
of 1938, as amended

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DEPARTMENT OF JUSTICE
AUG 23 5 01 AM '74
REGISTRATION UNIT
INTERNAL SECURITY
SECTION
CRIMINAL DIVISION

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances, by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in duplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Name of Registrant	Name of Foreign Principal
SONTHEIMER AND COMPANY, INC., also d/b/a St. Maartens Tourist Informa- tion Office #1648	GHANA TOURIST CONTROL BOARD

Check Appropriate Boxes:

- The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach two copies of the contract to this exhibit.
 - There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach two copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
 - The agreement or understanding between the registrant and foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.
4. Describe fully the nature and method of performance of the above indicated agreement or understanding.
Not applicable.

TERMINATED
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5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Registrant will act as public relations counsel in the United States, Canada and the Caribbean in connection with the encouragement of

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DEPARTMENT OF JUSTICE
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MINISTRY OF PUBLIC
INTERNAL SECURITY
SECTION
CRIMINAL INVESTIGATION

AN AGREEMENT for Public Relations Services between the GHANA
tourist control board, incorporated under the Laws of the Republic
of Ghana and having its registered offices situate at the State House
in the City of Accra (hereinafter called "THE CLIENT") and
SONTHEIMER AND COMPANY INC, a Corporation incorporated under
the Laws of the United States of America, having its head office
situate at FOUR WEST FIFTY-EIGHTH STREET in the City of NEW
YORK, acting by their President Morton Sontheimer (herein referred
to as the "COMPANY")

WHEREAS the Client is desirous of engaging the Company to pro-
mote tourism and carry out public relations programme in the United
States of America, Canada and the Carribean and WHEREAS the
Company has accepted to perform and undertake the same.

NOW THEREFORE It is hereby agreed as follows:-

1. The Company shall carry out a programme of public relations
and take all other steps reasonably necessary to:
 - i) promote tourism in Ghana
and
 - ii) otherwise enhance the image of Ghana in the United
States of America, Canada and the Carribean.

For these purposes the Company shall maintain a Tourist
Information Office for Ghana in New York, U.S.A. The
office will be approximately 10' x 20' with free use of the
public areas of the suite occupied by this company at West
58th Street, New York City such as conference room, recep-
tion room and mail room.

2. The services to be rendered by the Company shall include:
Publicising Commercial and Investment opportunities in Ghana

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TERMINATED
DATE 3-31-80

to the business community and other commercial concerns in the United States of America, Canada, and the Carribean: releases to and contacts with the travel trades, press and information to potential tourists, arranging press interviews where possible, with tourist officials, hotel people and others in the tourism industry: arranging magazine articles and television and radio programmes and mentions, distributing photographs to the media: encouraging visits by press people from the United States and Canada to Ghana: suggesting special events, arranging tie-ins, and generally advising and consulting with the Client on matters on tourism.

3. The Company shall not be required to perform services of a political or lobbying nature, nor shall the Company be required to pay for advertising or pay any of the expenses of press representatives or others including members of the Company staff visiting Ghana.

4. In carrying out its obligations under this Agreement, the Company's activities shall cover the following geographical areas, namely the United States of America, Canada and the Carribean.

5. For public relations activities, tourism promotion and tourist information office operations and other services described herein, the Client will pay the company a fee of one hundred and fifty thousand Dollars a year (\$150,000.00).

6. Payments under Article 5 herein shall cover the following:-
Salaries and Fringe benefits of Company staff working on behalf of the Client; Taxes; Photographic supplies; Photographic laboratory costs; costs of Telephones, Cables, Telegrams, Postage and Mailings; Freight and Air Cargo; Messenger Service; Press clipping, Subscriptions; Reference Books; Entertainments; Rents, Utilities and other overhead items. Local Transportation in New York for staff

members and normal travel expenses within the United States (expenses while travelling with Ghanaian tourist authorities shall be rebilable over and above payments provided in this contract).

7. The Company shall, at cost plus a fifteen per cent overhead charge in addition to the monies provided for elsewhere in this Agreement, produce travel literature and/or motion pictures for the Client, if requested or authorised by the Client.

8. The Client will see to it that Complimentary Hotel accommodation, over a period to be mutually agreed between the parties are arranged, including meals for members of the Company in Ghana on business under this Agreement and transportation for them to and from and in Ghana. Members of the Company while on the Client's business in Ghana shall be entitled to a per diem allowance to be agreed between the Client and the Company.

9. (a) The Client will keep the Company informed of developments affecting tourism and investment opportunities in Ghana and will supply available statistics.

(b) The Company will report to the Client on its activities under this Agreement monthly and will supply evidence of results obtained.

10. The Company will provide, equip and furnish an office space in New York for these activities and pay for special telephones and directory listings, provide and pay for storage space for literature and pay for all reasonable mailing and communications costs of the tourist office operations. Mass mailings to travel agents will be paid for by the Company so long as they do not exceed a total of \$900.00 in any year, but mass mailings beyond that will be chargeable to the Client provided such mailings have been authorised in writing.

11. The total annual sum of one hundred and fifty thousand

Dollars (\$150,000.00) shall be paid by the Client as follows:

M \$25,000.00 upon signing of the Agreement and Eleven (11) consecutive monthly payments of \$11,363.64 each commencing on the first of each ^{month} thereafter. With respect to each subsequent year of this Agreement, similar payments shall be made, i.e. one-sixth of the total annual payment on the first day of the renewal term to be followed by eleven (11) consecutive equal monthly payments commencing the first of the month following the renewal date.

12. The Company shall be promptly re-imbursed for any projects outside the scope of this Agreement undertaken at the request or with the prior consent of the Client.

13 (a) The Agreement shall run for one year from the date of signing by both parties and thereafter from year to year subject to termination at the end of the contract year or any subsequent twelve month period by either side giving the other three months notice in writing.

(b) Upon Mr. Morton Sontheimer leaving the Company or failing to devote full time to it, the Client shall be entitled to terminate on not less than 30 days' notice the Agreement, and ^{paying} ~~only~~ a pro-rated portion of the contract and any monies paid to the Company beyond the pro-rata shall be refunded to the Client, if such amount as paid is not already utilised by the Client.

14. To implement the obligations under this Agreement, the Company will employ its own personnel provided that a Ghanaian will be attached, at the expense of the Client to the New York Office to undergo a training programme to enable him to acquire a basic knowledge in public relations activities.

15. Any change or changes which may take place within the set-up

of the Company in respect of executive personnel or officers working on the Ghana account shall be made known in writing to the Client within 7 days from the date on which the change has taken place in the Company.

16. All disputes arising in connection with the present contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the rules. The venue of arbitration shall be either Ottawa or New York.

17. No waiver in any one or more instances by either of the parties of any breach by the other party of any terms or provisions contained in this Agreement shall be considered a waiver of any succeeding or preceding breach.

18. All notices to be made hereunder to the Client shall be made to and in the name of Ghana Tourist Control Board, State House, P.O. Box 3106, Accra, Ghana. Any notices required to be sent to the Company hereunder shall be made to SONTHEIMER AND COMPANY INC., 4 WEST 58TH STREET, NEW YORK, NEW YORK 10019.

19. This Agreement is complete and embraces the entire understanding between the parties, all the prior agreements between the parties, oral or in writing, having been merged herein. This Agreement is made in the State of New York and shall be construed in accordance with the Laws of New York applying to the contracts wholly to be performed therein. All payments provided for herein are to be made in United States Dollars.

SONTHEIMER & CO., INC.

BY *Morton Sontheimer*

MORTON SONTHEIMER

PRESIDENT

DATE... *29 May 1974*

GHANA TOURIST CONTROL BOARD

BY *Major A. Odjidja*

MAJOR A. ODJIDJA, Executive Director

DATE *6 June 1974*